

ADDENDUM TO RENTAL/SALES AGREEMENT AND RELEASE OF LIABILITY

The following additional terms and conditions will apply when a Customer (“Customer”) rents or purchases one or more attachments (the “Attachments”) for a Power Unit (the “Unit”) from Berry Companies, Inc. or its subsidiary or division (collectively and individually as the “Company”).

1. Customer acknowledges that a Company representative has:
 - furnished Customer with an Operations and Maintenance Manual for the Attachments, which includes the importance of the Customer understanding the engine warning and monitoring system on the Unit and the Attachments;
 - furnished Customer with access to safety materials for the Attachments, if available, on or through <https://www.bobcatofindy.com/forestry-safety>, which instructs the Customer on the proper operation and cleaning of the Unit and Attachments in order to reduce the risk of fire or other dangerous malfunctions; and
 - shown Customer the instructional signs and decals on the Unit and Attachments.
2. Customer warrants, represents, and agrees that Customer has received, viewed, read, understands, and will comply with, and will cause all persons operating the Attachments or Unit to read, view, understand, and comply with (a) the Operations and Maintenance Manual pertaining to the Attachments, (b) the applicable safety video for the Attachments, (c) all instructional signs and decals on the Unit and Attachments, (d) all Unit and Attachment warnings, codes, and monitoring systems, and (e) all of the instructions of Company’s representative and Customer has had the opportunity to request and receive individual instruction on the proper operation, maintenance, and cleaning of the Unit and Attachments.
3. Customer hereby releases the Company and its directors, officers, agents, and employees from any claims, suits, damages of any type (including attorney’s fees), or causes of action under any theory (including without limitation, contract, tort, strict liability, or negligence) now existing or hereafter arising, except those caused by the Company’s sole negligence, arising from or involving in any way the Customer’s operation, possession, or use of the Unit or Attachments or Customer’s failure to properly maintain or clean the Unit or the Attachments or to otherwise follow any warnings or instructions set forth in the Operation and Maintenance Manual or other training and instruction materials included on the machinery or otherwise available. Customer further agrees to indemnify, defend, and hold the Company and its directors, officers, agents, and employees harmless from and pay Company for any claims, suits, damages of any type (including attorney’s fees), or causes of action under any theory (including without limitation, contract, tort, strict liability, or negligence) now existing or hereafter arising of a third party that involves in any way the Customer’s operation, possession, or use of the Unit or Attachments or failure to properly maintain or clean the Unit or the Attachments or otherwise follow any warnings or instructions set forth in the Operation and Maintenance Manual or other training and instruction materials on the Unit or the Attachments or otherwise available.
4. The laws of the State of the location of the Company involved in the rental or sale transaction will apply.



DATED this _____ day of _____, 20_____

Name: _____
“Customer”

Berry Companies, Inc.
“Company”

By: _____

By: _____

Name/Title: _____